

1 Paul A. Stewart (SBN 153,467)
pstewart@kmob.com

2 Lauren Keller Katzenellenbogen (SBN 223,370)
lkeller@kmob.com

3 KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street, Fourteenth Floor

4 Irvine, CA 92614

Phone: (949) 760-0404

5 Facsimile: (949) 760-9502

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6 Attorneys for Plaintiff
Sam Liang

JS-6

8 Jeffrey S. Benice (SBN 81583)
JSB@JeffreyBenice.com

9 LAW OFFICES OF JEFFREY S. BENICE

A Professional Law Corporation

10 650 Town Center Drive, Suite 1300

Costa Mesa, CA 92626

11 Telephone: (714) 641-3600

12 Facsimile: (714) 641-3604

13 Attorney for Defendants,
TRONG VAN NGUYEN, OUE LAN
14 TRUON NGUYEN, and HUNG VAN NGUYEN,
and D&D GOLD PRODUCT CORPORATION

15 IN THE UNITED STATES DISTRICT COURT
16 FOR THE CENTRAL DISTRICT OF CALIFORNIA
17 WESTERN DIVISION

18 SAM LIANG, an individual

19 Plaintiff,

20 v.

21 TRONG VAN NGUYEN, QUE LAN
22 TRUON NGUYEN, and HUNG VAN
23 NGUYEN, individuals, and D&D GOLD
PRODUCT CORPORATION, a California
24 Corporation

25 Defendants.

) Civil Action No.
) CV08-8211 PSG (JCx)

) **CONSENT JUDGMENT AND**
) **PERMANENT INJUNCTION**

1 Plaintiff Sam Liang and Defendants Trong Van Nguyen, Que Lan Truon
2 Nguyen, Hung Van Nguyen and D&D Gold Product Corporation (collectively
3 “D&D Gold”), through their respective counsel of record, hereby stipulate and
4 consent to entry of final judgment as follows:

5 **WHEREAS**, Sam Liang filed this lawsuit against D&D Gold on
6 December 12, 2008 asserting trademark infringement, breach of contract, false
7 designation of origin, unfair competition, and fraudulent trademark registration.

8 **WHEREAS**, D&D Gold filed an Answer on January 16, 2009 asserting
9 defenses of non-infringement, abandonment, unclean hands, laches, estoppel,
10 waiver, and statute of limitations.

11 **WHEREAS**, the parties have settled all of their disputes in this Action
12 and have agreed to entry of a Final Consent Judgment and Permanent Injunction
13 as set forth herein;

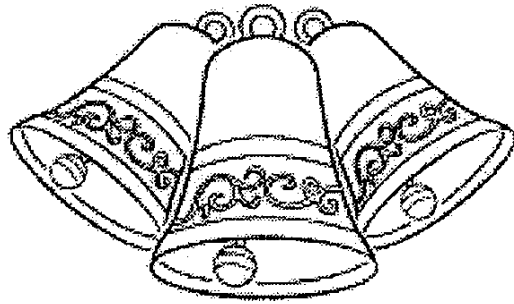
14 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED**
15 **THAT:**

16 1. This Court has subject matter jurisdiction over this action as well as
17 personal jurisdiction over D&D Gold.

18 2. Venue is proper in this judicial district.

19 3. In April 2004, Liang and D&D Gold entered into a valid and
20 enforceable Settlement Agreement (the “2004 Agreement”) in which both
21 parties agreed not to use any trademark incorporating “D&D GOLD” and in
22 which D&D Gold assigned to Liang all rights and interest in the three bells
23 design/pattern.

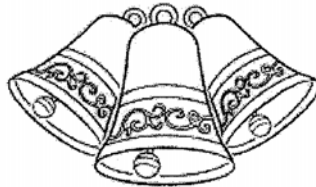
24 4. The Three Bells Trademark shown below (the “Three Bells
25 Trademark”) is a valid and enforceable trademark, and Liang is the owner of the
26 Three Bells Trademark and all goodwill associated with the trademark.



5. D&D Gold has infringed the Three Bells Trademark and breached the 2004 Agreement by selling products bearing the trademark "D&D GOLD" and the Three Bells Trademark.

6. D&D Gold breached the 2004 Agreement by filing applications that led to the following trademark registrations:

- U.S. Registration No. 3,112,736 for the following trademark:



- U.S. Registration No. 2,997,453 for the trademark "3 CLOCHES DOREES"
- U.S. Registration No. 2,997,452 for the trademark "BA CHUÔNG VÀNG"
- U.S. Registration No. 3,141,152 for the following trademark:

三鐘食品公司

- U.S. Registration No. 2,957,314 for the trademark "D&D GOLD"

- Canadian Registration No. TMA684563 for the following trademark:



- Canadian Registration No. TMA672653 for the following trademark:



7. As of December 1, 2009, Trong Van Nguyen, Lan Que Truong Nguyen, Hung Van Nguyen, and D&D Gold Product Corporation, all parents, subsidiaries, affiliates, and officers of D&D Gold Product Corporation, D&D Gold's agents, servants, employees, attorneys, and those persons in active concert or participation with D&D Gold who receive actual notice of this Order are permanently enjoined from manufacturing, distributing, shipping, advertising, marketing, promoting, selling or offering to sell any product having the Three Bells Trademark, shown above in paragraph 4, or any confusingly similar mark. This injunction specifically prohibits the use of any mark incorporating the word "GOLD" in English, French, Vietnamese, or Chinese, the word "BELLS" in English French, Vietnamese, or Chinese, or incorporating a picture of one or more bells.

8. As of December 1, 2009, Trong Van Nguyen, Lan Que Truong Nguyen, Hung Van Nguyen, and D&D Gold Product Corporation, all parents, subsidiaries, affiliates, and officers of D&D Gold Product Corporation, D&D Gold's agents, servants, employees, attorneys, and those persons in active

1 concert or participation with D&D Gold who receive actual notice of this Order
2 are hereby permanently enjoined from manufacturing, distributing, shipping,
3 advertising, marketing, promoting, selling or offering to sell any product having
4 the trademark "THREE GOLDEN BELLS" in English, Vietnamese, French, or
5 Chinese.

6 9. Trong Van Nguyen, Lan Que Truong Nguyen, Hung Van Nguyen,
7 and D&D Gold Product Corporation, all parents, subsidiaries, affiliates, and
8 officers of D&D Gold Product Corporation, D&D Gold's agents, servants,
9 employees, attorneys, and those persons in active concert or participation with
10 D&D Gold who receive actual notice of this Order are hereby permanently
11 enjoined from manufacturing, distributing, shipping, advertising, marketing,
12 promoting, selling or offering to sell any product having the trademark "D&D
13 GOLD" or any confusingly similar mark, including any mark incorporating
14 "D&D."

15 10. Trong Van Nguyen, Lan Que Truong Nguyen, and Hung Van
16 Nguyen shall not form any corporation or other legal entity, participate in any
17 corporation or other legal entity, or be employed by any corporation or other
18 legal entity that engages in any of the acts prohibited by Paragraphs 7-9.

19 11. On or before November 1, 2009, D&D Gold shall provide to Liang
20 a photograph showing D&D Gold's new trademark ("Defendants' new mark")
21 that D&D Gold will use to replace the Three Bells Trademark.

22 12. On or before November 1, 2009, D&D Gold will begin selling
23 products bearing Defendants' new mark.

24 13. On or before January 31, 2010, D&D Gold will make an offer in
25 writing to each of its distributors to replace previously sold products bearing the
26 Three Bells Trademark with new products bearing Defendants' new mark.

1 14. On or before October 1, 2009, D&D Gold will change its corporate
2 name to a name that is not confusingly similar to "D&D GOLD" and does not
3 include "D&D" or "GOLD."

4 15. D&D Gold shall pay to Liang the sum of U.S. \$125,000 in five
5 payments as follows:

6 (a) On or before October 15, 2009, D&D Gold shall pay to Liang
7 an initial payment of U.S. \$25,000.

8 (b) On or before November 15, 2009, D&D Gold shall pay to
9 Liang a second payment of U.S. \$25,000.

10 (c) On or before December 15, 2009, D&D Gold shall pay to
11 Liang a third payment of U.S. \$25,000.

12 (d) On or before January 15, 2010, D&D Gold shall pay to Liang
13 a fourth payment of U.S. \$25,000.

14 (e) On or before February 15, 2010, D&D Gold shall pay to Liang
15 a fifth payment of U.S. \$25,000.

16 D&D Gold's payments to Liang shall be in the form of a certified bank
17 check drawn on a United States bank made payable to Knobbe, Martens,
18 Olson, & Bear, as attorneys for Liang.

19 16. On or before September 30, 2009, D&D Gold shall sign and
20 provide to Liang the assignment and power of attorney documents attached as
21 Exhibit A hereto, transferring to Liang all rights in U.S. Trademark
22 Registrations Nos. 3,112,736; 2,997,453; 2,997,452; and 3,141,152 along with
23 all goodwill associated with these trademarks. Additionally, on or before
24 September 15, 2009, D&D Gold shall assign to Liang all other United States
25 and foreign trademark registrations owned by D&D Gold for trademarks that
26 include the words "THREE GOLDEN BELLS" in any language or a design
27 with bells, other than the registrations listed in paragraph 17 below.
28

1 17. On or before September 30, 2009, D&D Gold shall expressly
2 abandon its U.S. Trademark Registration No. 2,957,314 for the trademark
3 “D&D GOLD” and its Canadian Trademark Registrations Nos. TMA684563
4 and TMA672653 by filing the necessary papers with the U.S. Trademark Office
5 and the Canadian Trademark Office.

6 18. Liang’s claims asserted in the Complaint in this Action are
7 dismissed with prejudice.

8 19. Liang was awarded his attorneys’ fees and costs incurred in
9 bringing this action, and that amount is included in the U.S. \$125,000 in
10 paragraph 15 above. D&D Gold will bear its own costs and attorneys’ fees in
11 this action.

12 20. No other or further relief is granted to any party.

13 21. The parties affirmatively waive any and all rights to appeal this
14 Final Consent Judgment and Permanent Injunction.

15 22. The Court retains jurisdiction over this Final Consent Judgment and
16 Permanent Injunction for the purpose of ensuring compliance with the terms
17 hereof.

18
19 Dated: __09/28/09

PHILIP S. GUTIERREZ

UNITED STATES DISTRICT JUDGE

20
21
22 Approved as to form and content:

23
24 KNOBBE, MARTENS, OLSON & BEAR, LLP

25
26
27 Dated: _____ By: _____
28 Paul A. Stewart
Lauren Keller Katzenellenbogen

Attorneys for Plaintiff San Liang
LAW OFFICES OF JEFFREY S. BENICE

Dated: _____

By: _____
Jeffrey S. Benice

Attorneys for Defendants
Trong Van Nguyen, Oue Lan Truon Nguyen,
Hung Van Nguyen and D&D Gold Product
Corporation

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